

1 REMARKS

2 Status of the Claims

3 Claims 1-20, 22-41, and 45-47 are pending in the present application. The Examiner has
4 withdrawn Claims 42-44 from consideration as being drawn to a non elected invention, and
5 Claims 21 and 42-44 were previously cancelled by applicants. Claims 1-13, 15-18, 20, 22-26, 29, 30,
6 32-34, 35-37, 39-41, and 45-47 have been amended to more clearly define the invention.

7 Background Comments on Applicants' Invention

8 Applicants believe that a primary aspect of the novelty of applicants' invention is the use of a
9 player program to control the level of access to a softgood, based upon whether the softgood has been
10 registered to play on the computer that is executing the player program. Prior art techniques for
11 preventing unlicensed use of softgoods typically tightly control distribution, and/or encrypt
12 softgoods, so that only users having access to the proper decryption key can enjoy full use of the
13 softgood. Applicants' focus has been to provide both authoring tools and player tools, such that
14 softgoods created using the authoring tool can only be played in a full mode using a specific player
15 and only after the softgood has been registered on the computer executing the player. The player is
16 specifically programmed so that unless a registration value for a specific softgood is accessible on the
17 computer to indicate that a user has actually purchased the specific softgood, the player program will
18 only play the softgood in a demo mode. This approach controls the use of a softgood without
19 encrypting the softgood.

20 Amendments have been made to the claims by applicants to focus on the fact that the
21 softgoods are not encrypted in the present invention, and to emphasize that the player program is
22 configured to control play based on checking for a registration value that is received when a softgood
23 is purchased. While players, softgoods, authoring tools, and registration of softgoods may be known,
24 the specific combination and use of these elements in accord with the present claimed invention does
25 not appear to be disclosed or suggested by the prior art.

26 Objection to Claim 46

27 The Examiner has noted that Claim 46 improperly depends from Claim 42, which applicants
28 previously cancelled. Claim 46 has been amended to depend from Claim 45.

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1 Claims Rejected under 35 U.S.C. § 112, First Paragraph

2 The Examiner has rejected Claims 1, 20, and 35 under 35 U.S.C. § 112, second paragraph.
3 The Examiner asserts that the specification as filed does not enable the claims.

4 Applicants have significantly amended Claims 1 and 20, deleting and/or modifying the
5 elements that the Examiner has indicated are not enabled, thereby obviating the rejection.

6 With respect to Claim 35, the Examiner asserts that the recitation of “a purchase of a softgood
7 being initiated when a softgood is being used” is not enabled. However, FIGURE 4 and the text
8 associated with blocks 110-114 of FIGURE 4 describe a user attempting to play a softgood. The
9 player determines if the softgood is registered, and if not, the softgood is only played in a demo mode
10 in block 112. When playing the softgood in the demo mode, the player program prompts the user to
11 purchase the softgood, as indicated in block 114. Note that FIGURE 1B clearly shows a player
12 program including a control 22 labeled BUY. Applicants’ specification discloses that the BUY
13 control is displayed during playback of an unregistered softgood, and teaches that clicking the BUY
14 control initiates the purchase transaction. Thus, the description in applicants’ specification clearly
15 supports and enables the recitation of “a purchase of a softgood being initiated when a softgood is
16 being used.” Accordingly, the rejection of Claims 1, 20, and 35 under 35 U.S.C. § 112, first
17 paragraph, should be withdrawn.

18 Claims Rejected under 35 U.S.C. § 112, Second Paragraph

19 The Examiner has rejected Claims 1, 32, 45, and 47 under 35 U.S.C. § 112, second paragraph.
20 The Examiner asserts that the language employed in the claims is indefinite.

21 As noted above, Claim 1 has been amended to delete language the Examiner asserts is not
22 enabled by the specification. The Examiner asserted that the same language is also indefinite, and the
23 amendment to Claim 1 thus addresses the indefiniteness rejection as well.

24 With respect to Claims 32, 45, and 47, applicants respectfully note that the presence or
25 absence of a registration value does not affect the ability to copy or distribute a softgood. The
26 Examiner appears to conclude that the recited registration value, and the recited player program that
27 enables playback in full mode or demo mode based on the presence or absence of the registration
28 value on the player’s computer inherently prevents the copying of a “full version” of the softgood.
29 However, the Examiner has misunderstood the disclosure of the present invention, since the
30 specification clearly indicates that one of the intents of the present invention is to encourage the free

1 copying and distribution of softgoods, in accord with the claimed invention, since only a softgood
2 that has been registered on a computer (i.e., purchased) can be played by the player program on that
3 computer. It must be understood that the presence or lack of a registration value has no effect on
4 whether a softgood can be copied or distributed. In that regard, the present claimed invention only
5 provides full play protection, as opposed to copy protection, since any copy can be played in demo
6 mode, but only a softgood that has been registered on a computer can be played by the computer. If a
7 registration value for a softgood is not found on the computer, the specific player required to play the
8 softgood will only enable playback in a demo mode on the computer.

9 While it is true that a softgood is modified to the extent of including the registration value in
10 the softgood, the registration value is also stored in a registration file resident on the purchaser's
11 computer. In describing block 134 of FIGURE 4, applicants' specification reads:

12 In a block 134, the softgood is registered on the user's computer, e.g., by
13 modifying the softgood to include the registration value *and* by making a
14 corresponding entry in a softgood registration file on the computer. This
15 registration is checked by the player program to determine if the user has rights
16 to continue to use the softgood after the allowed preview has been completed
(page 16, lines 20-24, emphasis added).

17 It is important to understand that the modified softgood (i.e., the one including the registration
18 value) and the original softgood both can be copied and distributed freely. Nothing prevents either
19 the modified or unmodified softgood from being copied. Further, neither the modified softgood nor
20 the unmodified softgood (sans registration value) can be played in the full mode (verses the demo
21 mode) without satisfying the restriction regarding registration on the computer used to run the player
22 program. The player program installed on a computer on which the softgood is to be played checks
23 to determine if the softgood is registered on *that* computer. In one preferred embodiment, the player
24 program looks for both the registration value added to the softgood *and the registration file on the*
25 *computer*. If either are missing, the softgood is not properly registered on that computer, and the
26 player program plays the softgood only in the demo mode. Thus, a modified softgood will be played
27 in the demo mode on a computer that lacks the registration value in the softgood registration file
28 stored on that computer. In one embodiment, an unmodified softgood (i.e., one with no registration
29 value) will be played in the demo mode even if the computer used to play the softgood has the correct
30 registration value for the softgood, because the registration value is missing from the softgood itself.

1 Because the registration value affects only the playback of a softgood, as opposed to the
2 copyability of the softgood, there is no internal contradiction. As described above, the softgood
3 alone, with or without a registration value, never solely controls the playability of the softgood.
4 Playability of the softgood is a function of registration, which includes the existence of the proper
5 registration value either in both the softgood and the softgood registration file, or at least on the
6 computer (depending upon the embodiment). The Examiner has stated that a registration value is
7 inherently a form of copy protection, since it prevents the user from making a copy of the full
8 version. However, applicants do not use the softgood registration as copy protection. As recited in
9 applicants' claims, *the softgoods do not include any copy protection that prohibits the softgoods*
10 *from being freely copied and freely distributed.* The registration value does not prevent the softgood
11 from being freely copied or distributed. Applicants want the softgoods to be widely copied and
12 distributed, so that the demo play receives the greatest exposure. The registration value controls the
13 playability of the softgood in full mode, and not copying or distribution. Accordingly, the rejection
14 of Claims 32 and 45 under 35 U.S.C. § 112, second paragraph, should be withdrawn.

15 The Examiner has also asserted that an indefiniteness rejection can be supported when an
16 apparatus claim includes functional limitations, citing relatively old case law, including a 1959
17 decision. Applicants submit that the apparatus claims define structure, including processors that are
18 programmed to carry out specific functions when the processors execute machine instructions. The
19 current version of the MPEP makes it clear that functional limitations cannot provide the sole basis
20 for a rejection. While the Examiner is correct in stating that the claims include functional limitations,
21 the use of functional language is simply not justification for the rejection of an apparatus claim.
22 MPEP 2173.05(g) clearly states that:

23 A functional limitation is an attempt to define something by what it does,
24 rather than by what it is (e.g., as evidenced by its specific structure or specific
25 ingredients). There is nothing inherently wrong with defining some part of an
26 invention in functional terms. Functional language does not, in and of itself,
render a claim improper.

27 It was held that the limitation used to define a radical on a chemical compound
28 as "incapable of forming a dye with said oxidizing developing agent" although
29 functional, was perfectly acceptable because it set definite boundaries on the
patent protection sought.

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1 Clearly, the current version of the MPEP (i.e., the online version of Edition 8, including the
2 revisions of February 2003) indicates that the use of functional limitations is acceptable according to
3 PTO policies and procedures. The cases cited in MPEP 2173.05(g) supporting the use of functional
4 limitations in apparatus cases are CCPA decisions that are newer (issued in 1971) and appear to
5 overrule the 1959 CCPA case cited by the Examiner. The newer CAFC case cited by the Examiner,
6 *Hewlett-Packard Co. v Bausch & Lomb Inc.*, does not support the Examiner's assertion, since the
7 quoted passage was taken out of context by the Examiner. Specifically, the full quote is:

8 Secondly and more importantly, there is no requirement, as B&L implies, that
9 HP show "operational differences" of the claimed device over the prior art. Claim 1 of
10 LaBarre is an apparatus claim, and apparatus claims cover what a device is, not what a
11 device does. An invention need not operate differently than the prior art to be
12 patentable, but need only be different. (CAFC) 15 USPQ2d 1525, 1528.

12 The statement quoted by the Examiner was not made to show that the claims in the LaBarre patent
13 were invalid. Instead, the court made the statement to affirm that the claims were valid even though
14 they did not distinguish over the prior art based on functionality. Thus, the federal circuit court
15 simply noted that a claim that structurally distinguishes over prior art does not need to also
16 functionally distinguish over the prior art to be patentable. The federal circuit court did not state that
17 claims cannot distinguish over prior art by including functional limitations. Further, the current
18 version of the MPEP specifically states that functional limitations are not in and of themselves
19 improper. Current PTO policy and procedure indicates that Claims 32 and 47 cannot be rejected
20 simply for including functional limitations.

21 The MPEP makes it clear that an analysis must be made as to whether the functional
22 limitations define boundaries on the protection being sought. If the functional limitations are so
23 vague that the boundaries are indefinite, then an indefiniteness rejection is appropriate. However,
24 applicants' Claims 32 and 47 recite definite boundaries on the patent protection sought using
25 functional language, and as such, are not indefinite. Accordingly, the rejection of Claims 32 and 47
26 under 35 U.S.C. § 112, second paragraph, should be withdrawn.

27 Claims Rejected under 35 U.S.C. § 103 over Wiser

28 The Examiner has rejected Claims 1, 3, 4, 6, and 7 under 35 U.S.C. § 103(a) as being obvious
29 over Wiser (U.S. Patent No. 6,385,596) in view of applicants' admission of prior art (APA). The
30 Examiner asserts that Wiser discloses each element recited in applicants' claims, except for a media

1 file that is unchanged due to a purchase. As indicated above, applicants have significantly amended
2 independent Claim 1 to overcome the rejection under 35 U.S.C. § 112. The changes to Claim 1 as
3 amended clearly also define an invention that is not obvious over Wiser in view of the APA for the
4 following reasons.

5 Applicants have amended the independent claims to refer to a registration value that is
6 transmitted to a purchasing computer, and a softgood registration file on the purchasing computer
7 where such registration values are stored. Before the recited player software plays a softgood, the
8 softgood registration is checked. If a registration value for the softgood is found, then the softgood is
9 played in a full mode, and otherwise, the softgood is played only in a demo mode. The independent
10 claims have also been amended to make it clear that the softgoods are not encrypted.

11 Clearly, the present invention differs from Wiser because of the function and use of the
12 registration value as recited in applicants' claims as amended. As described by Wiser, copy
13 protection is controlled by a passport. The same passport is used in Wiser for an entire library of
14 softgoods, whereas the present invention requires a distinct registration value for each different
15 softgood. Wiser discloses that during preview, a data stream is sent to the prospective purchaser. If
16 the prospective purchaser has a passport and wants to purchase the product based on the preview
17 stream, the e-commerce agency uses the prospective purchaser's passport information to encrypt a
18 full version of the softgood, and then sends the prospective purchaser a media file that includes both a
19 preview portion and the encrypted full version. The player program must use the purchaser's
20 passport to decrypt the encrypted full version for the purchaser to enjoy the full version of the
21 softgood. If the user makes copies of the media file including the encrypted full version of the
22 softgood, the full version encrypted in the file cannot be played without the purchaser's passport
23 being provided on the computer as well. The personal nature of the passport (which is similar in
24 function to a user's credit card number) will inhibit the purchaser from freely distributing both the
25 media file and the user's passport to other people so that the other people can also enjoy the full
26 version of the softgood. Wiser does not teach or suggest sending a unique registration value for each
27 different softgood purchased, and the purchaser's computer in Wiser does not access a softgood
28 registration file, since there is no comparable registration value.

29 The Examiner has noted that the APA refers to unlocking stand alone software to provide full
30 functionality rather than the limited demo version of the software. The Examiner has indicated that it

1 would be obvious to combine Wiser with a key to unlock a demo version of software, to prevent a
2 purchaser from having to make two downloads (presumably a stream of the preview and then a
3 purchased copy in which the full version is encrypted with the purchaser's passport). While the
4 Examiner is correct that Wiser's system is awkward to use, because the media file is not downloaded
5 until purchase (but then the encrypted portion is encrypted using the purchaser's passport), that point
6 really goes to the heart of how Wiser controls undesired distribution of the softgood, which is entirely
7 different than the free distribution of softgoods promoted by applicants' claimed invention. If, as the
8 Examiner suggests, Wiser were modified so that a locked media file was downloaded, after a
9 purchase a key was sent to unlock the full version, the purchaser would then be in possession of an
10 unlocked full version, which could be copied and distributed so that others who had not paid could
11 also enjoy the full version – which is clearly not desirable from the standpoint of the copyright
12 owner. Thus, it is not apparent how the protection afforded by Wiser's passport could be integrated
13 with the unlocked software disclosed in the APA, and the Examiner's proposed modification does not
14 achieve applicants' claimed invention.

15 Significantly, since Wiser relies on encryption, it certainly would not be obvious to modify
16 Wiser's system to work with unencrypted softgoods, because if no encryption is required, there
17 would be no need to purchase a media file to receive a key to decrypt media files encrypted using a
18 purchaser's passport. Without encryption, Wiser's method would be unworkable.

19 Even if such a combination of the teachings of the prior art were made, the softgood
20 registration (in which each registration value transmitted as a result of the purchase of a softgood is
21 accessible on the computer) as recited by applicants is not disclosed or suggested either by Wiser or
22 the APA, so an equivalent invention is not achieved. The present claimed invention distinguishes
23 over the cited art by the use of a player that controls the playability of a softgood based on the
24 softgood registration being accessed on the computer used to play the softgood with the player
25 program, as recited in the amended independent claims. Accordingly, the rejection of Claim 1 and
26 the other related dependent claims as being obvious over Wiser in view of the APA should be
27 withdrawn. Because dependent claims are patentable for at least the same reasons as claims from
28 which they depend, the rejection of Claims 3, 4, 6, and 7, each of which depend from Claim 1, should
29 also be withdrawn.

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1 Claim 2 as Rejected under 35 U.S.C. § 103 over Wiser in view of Rinearson

2 The Examiner has rejected Claim 2 under 35 U.S.C. § 103(a) as being obvious over Wiser
3 (U.S. Patent No. 6,385,596), in view of APA, and further in view of Rinearson, which teaches that all
4 documents created by Microsoft Corporation's WORD™ word processing program include the DOC
5 extension. Claim 2 has been amended to make it clear that the unique identifier specifically identifies
6 the specific copy of the creator program used by the creator from all copies of the creator program.
7 The specification indicates this feature can be achieved with a unique identifier based on the serial
8 number of the creator's copy of the creator program. The combination cited by the Examiner is not
9 equivalent to the amended claim. Accordingly, the rejection of Claim 2 as being obvious over the
10 cited art and the APA should be withdrawn. Further, as noted above, Claim 1 is distinguishable over
11 the cited art, and Claim 2 is patentable for at least the same reasons.

12 Claim 5 as Rejected under 35 U.S.C. § 103 over Wiser in view of Rinearson

13 The Examiner has rejected Claim 5 under 35 U.S.C. § 103(a) as being obvious over Wiser
14 (U.S. Patent No. 6,385,596) in view of Stefik (U.S. Patent No. 5,629,980), further in view of the
15 APA. As noted above, Claim 1 is distinguishable over the cited art, and Claim 5 is patentable for at
16 least the same reasons.

17 Claims Rejected under 35 U.S.C. § 103 over Wiser, and in view of Official Notice

18 The Examiner has rejected Claims 8-12, 14, 17-19, 32, 35-37, 39-41, 45, and 47 under
19 35 U.S.C. § 103(a) as being obvious over Wiser (U.S. Patent No. 6,385,596) in view of Official
20 Notice. As discussed above, applicants have amended the independent claims to recite use of a
21 registration value for each softgood, which is stored in a registration file, and to indicate that the
22 softgoods are not encrypted. The player program will not play the softgood in a full mode unless the
23 corresponding registration value is accessible on the computer executing the player program. As
24 amended, each of the rejected independent claims is patentable for the following reasons.

25 In addition to reciting use of a registration value for each softgood purchased, Claim 8 recites
26 that during preview (i.e., play of the softgood in the demo mode), the user has a complete
27 *unencrypted* copy of the softgood. The Examiner has noted that Wiser explicitly indicates that
28 previewable softgoods should be easily shared, but in Wiser's method, if a purchaser gives a media
29 file to a friend, the player cannot play the encrypted audio image 208 without the purchaser's
30 passport being used to decrypt the full encrypted portion of the file. When the friend attempts to play

1 the media file (full version) on the friend's computer without the purchaser's passport, the friend's
2 player cannot decrypt encrypted audio image 208, but can only access clip 214, which is the preview
3 clip. Wiser specifically notes that when a player has access to the correct passport, that audio
4 image 208 is decrypted in real time, to prevent the purchaser from obtaining a decrypted full version.
5 Clearly, Wiser teaches away from any user ever possessing an unencrypted copy of the softgood.
6 The present invention uses the player to control the access of the softgood – demo mode or full mode.
7 Because a specific player is required to play a softgood produced in accord with the creator program
8 of the present invention, applicants have configured the recited player to only play a softgood in the
9 full mode if a registration value received during a legitimate purchase is accessible, e.g., stored in a
10 registration file. Since Wiser specifically teaches against unencrypted full versions of softgoods from
11 being distributed, no modification to Wiser that might result in an unencrypted softgood being copied
12 can be obvious. Claims 13-19 depend on Claim 8, and are patentable for at least the same reasons.
13 Accordingly, the rejection of Claims 8-12, 14, and 17-19 as obvious over Wiser in view of Official
14 Notice should be withdrawn.

15 Referring now to independent Claim 32, it appears the Examiner believes that Wiser discloses
16 a registration value as being part of a registration process. The Examiner cites to specific portions of
17 Wiser to support this (column 3, lines 32-50, column 9, lines 25-36, and column 10, lines 1-37). In
18 actuality, those sections describe the encryption of audio image 208 (part of Wiser's media file)
19 based on the purchaser's passport, so that the encrypted audio image 208 can only be played when a
20 player has access to both the media file with the encrypted content and the passport of the purchaser,
21 which must be used to decrypt the encrypted portion of the file. While it is true that in the present
22 invention a softgood is only played in a full mode if the softgood and a registration value are present
23 on the computer, the passport of Wiser and the registration value of the present claimed invention are
24 not equivalent. The passport is issued to a user and is common to encrypting and decrypting all of
25 the softgoods purchased by the user in Wiser's method. Regardless of the number of media files
26 purchased, the same passport is used to encrypt and decrypt all of the softgoods purchased by the
27 user. In contrast, applicants' claimed registration values are each unique to a specific softgood, such
28 that for a library of 25 purchased softgoods, there will be 25 corresponding registration values, each
29 associated only with a different one of the purchased softgoods. Until a user purchases a softgood, no
30 registration value for that softgood is present on the user's computer. In contrast, according to Wiser,

1 a passport is required before the purchase of any media file, and the same passport is used to encrypt
2 and decrypt the full content of the media file.

3 Furthermore, the player in the present invention is not decrypting the full version of the
4 softgood. Instead, it simply controls the mode of playback based on the presence or absence of the
5 registration value on the computer executing the player. Claim 32 has also been amended to make it
6 clear that the softgood is unencrypted, as discussed above. There simply is no reason why one of
7 ordinary skill in the art should be led to modify Wiser to include unencrypted softgoods, because
8 encryption is essential to Wiser's method. Accordingly, the rejection of Claim 32, and each claim
9 depending on Claim 32, as being obvious over Wiser in view of Official Notice, should be
10 withdrawn.

11 Claim 35 provides that a player selects a mode of play (full versus demo) based on the
12 presence of a registration value, and provides for initiating a purchase of a softgood that is being
13 played in the demo mode. The Examiner has asserted that it would have been obvious to add such a
14 feature to Wiser's method, as concurrency is known. Applicants' specification describes that the
15 purchase is initiated within the player program with the use of a BUY control displayed by the player
16 program. The Examiner appears to believe that while not disclosed or suggested by Wiser, such
17 functionality is obvious, because modular programming is known. Enabling a purchase to be
18 initiated and executed from within a player program, as opposed to from within a web browser, is not
19 disclosed in any art cited by the Examiner. Regardless of whether modular programming techniques
20 or concurrency techniques *could* be used to achieve such functionality, the desirability of such
21 functionality and the actual functionality is not taught or suggested in the cited art, and there appears
22 no basis to conclude that such functionality merely represents an obvious integration of functions.
23 Claim 35 distinguishes over the cited art because of the recited registration value controlling the
24 mode in which a softgood is played, because the softgoods are not encrypted, and because it would
25 not have been obvious to modify Wiser to initiate a purchase of a softgood from within a player
26 program when playing the softgood. Accordingly, the rejection of Claim 35, and each claim
27 depending on Claim 35, as being obvious over Wiser in view of Official Notice, should be
28 withdrawn.

29 Independent Claims 45 and 47 each recite the registration value being used for controlling the
30 playability of the softgood, i.e., in full or demo mode, and that the softgood is unencrypted. As

1 discussed above, such recitation distinguishes Claims 45 and 47 over the cited art. Accordingly, the
2 rejection of Claims 45 and 47, and each claim depending on such claims, as being obvious over
3 Wiser in view of Official Notice, should be withdrawn.

4 Claims Rejected under 35 U.S.C. § 103 over Ronning and Richardson in view of Official Notice

5 The Examiner has rejected Claims 20, 22-24, and 31 under 35 U.S.C. § 103(a) as being
6 obvious over Ronning (U.S. Patent No. 5,883,955) in view of Official Notice, and further in view of
7 Richardson (U.S. Patent No. 5,490,216). Applicants have amended Claim 20, and as amended
8 Claim 20 is patentably distinguished over the cited art for the following reasons.

9 Claim 20 now specifies that the softgood is unencrypted. Ronning discloses sending
10 encrypted software over a network. The software is configured to enable preview while encrypted,
11 and full use when decrypted. Upon purchase, the purchaser is sent the decryption key. Once the
12 software is decrypted, the purchaser has the ability to make and distribute duplicate copies of the
13 decrypted full version. Ronning's method enables software to be distributed over a network with
14 some degree of security, but undesirable distribution after the purchase of a single copy is not
15 prevented. Wiser impedes such undesired after-purchase distribution by requiring a purchaser's
16 passport (containing sensitive information) to be distributed along with a copy of the media file, to
17 enable the encrypted full version to be played. In contrast, by focusing on controlling the mode of
18 playing a softgood with a player program, not based on any encryption of the softgood, but instead on
19 the basis of a registration value for the softgood that is accessible by the computer with which the
20 softgood is to be played, the present invention prevents unlicensed use of the softgood – but without
21 encryption and without limiting the distribution, copying, or sharing of the softgood. Significantly,
22 softgoods in accord with the present invention are not wrapped in the secure envelope used for the
23 software described by Ronning.

24 The combination suggested by the Examiner will not result in an invention equivalent to
25 applicants' claimed invention because there is no suggestion to modify Ronning so that the softgoods
26 are not encrypted when made available for preview. Indeed, such a modification would enable users
27 to obtain the full version at preview, because it is the encryption or wrapping that prevents full use.
28 Accordingly, the rejection of Claim 20, and each claim depending on Claim 20, as being obvious
29 over Ronning in view of Official Notice, and further in view of Richardson, should be withdrawn.

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1 Dependent Claims as Rejected under 35 U.S.C. § 103 over Various Art

2 The Examiner has rejected Claims 13, 15, 16, 25-29, 30, 33, 34, and 38 under
3 35 U.S.C. § 103(a) as being obvious over various combinations of cited art. As discussed in detail
4 above, independent Claims 1, 8, 20, 32, and 35 each are distinguishable over the cited art; and thus,
5 each of Claims 13, 15, 16, 25-29, 30, 33, 34, and 38 are patentable for at least the same reasons.

6 In view of the preceding amendments and remarks, it will be apparent that all claims in this
7 case define a novel and non-obvious invention. The application is in condition for allowance and
8 should be passed to issue without further delay. Should any further questions remain, the Examiner
9 is asked to telephone applicants' attorney at the number listed below.

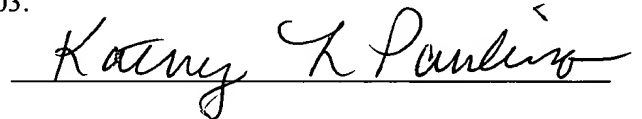
10 Respectfully submitted,

11 

12 Ronald M. Anderson
13 Registration No. 28,829
14

15 I hereby certify that this correspondence is being deposited with the U.S. Postal Service in a sealed
16 envelope as first class mail with postage thereon fully prepaid addressed to: Commissioner for Patents, P.O.
17 Box 1450, Alexandria, VA 22313-1450, on July 17, 2003.

18 Date: July 17, 2003

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20 RMA/MCK:
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